

GREGORY B. SMITH (USB # 6657)
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Attorney for Defendants

**IN THE UNITED STATES DISTRICT COURT OF THE TENTH CIRCUIT
SALT LAKE COUNTY, UTAH**

<p>ANA RAPHAEL and ANTONIO GARCIA as individuals, BR SHINE LLC, and ANA RAPHAEL, ANTONIO GARCIA as Parents of the Minor JG, on behalf of their child, and as parents and next friends of JG.</p> <p>Petitioner/Plaintiff,</p> <p>vs.</p> <p>GREG WISEMAN, APARTMENT MANAGEMENT CONSULTANTS LLC (“AMC”).</p> <p>Defendants.</p>	<p>COMPLAINT AND DEMAND FOR JURY</p> <p>Civil Number</p> <p>Judge</p>
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NOW COME PLAINTIFFS, ANTONIO GARCIA AND ANA RAPHAEL AS INDIVIDUALS, AND AS PARENTS OF THE MINOR JG, AND AS NEXT FRIENDS OF JG, AND BR SHINE, UTAH LLC, by their attorney complain as follows:

I. PARTIES

JG, Antonio García, Ana Raphael, and Greg Wiseman are individual citizens, who reside in Utah. Apartment Management Consultants is an LLC. Here is how the state of Utah lists it: Entity Number: 4752288-0160
Company Type: LLC – Domestic; Address: 1954 E FORT UNION BLVD STE 500 COTTONWOOD

HEIGHTS, UT 84121; State of Origin: UT; Registered Agent: CT CORPORATION SYSTEM Registered Agent Address: 1108 E SOUTH UNION AVE, Midvale, UT 84047. BR SHINE is a Utah limited liability company in good standing.

II. JURISDICTION

The Court has jurisdiction under § 18 USC 2510 et seq. The Court this has been filed in is a court of general jurisdiction, and under 29 U.S. Code Chapter 8 - FAIR LABOR STANDARDS (and 29 U.S. Code § 216 - Penalties), The Court also has supplemental jurisdiction pursuant to 28 U.S. Code § 1367. Supplemental jurisdiction is needed for “gap time,” in other words, for wages that were earned above and beyond minimum wage, but perhaps not part of overtime hours, and which arise out of general Utah contract law and laws of equity.¹

III. VENUE

Venue is proper in this Court pursuant to Utah Code § 78B-3-304(2) because the activities either took place in Salt Lake County, State of Utah, or that is where Defendants reside.

IV. STATEMENT OF THE FACTS

1. On or about February of 2008, AMC, which is owned by Greg Wiseman, hired Ana Raphael (“Ana”).
2. At all times while Ana worked for AMC, Greg Wiseman and AMC had operational and managerial control over her (Greg and AMC are collectively referred to as “the Enterprise”).
3. At all times Ana worked for the Enterprise, it was a “covered” enterprise for purposes of the United States Fair Labor Standard Act (“FLSA”).

¹ Plaintiff is seeking what he is owed under the FLSA, plus “gap time,” and unjust enrichment which relies on Utah state claims such as breach of contract and unjust enrichment/*quantum meruit*. In other words, for wages for fewer than forty hours per week at a rate greater than the minimum wage—which are not recoverable under the FLSA. Plaintiff’s recovery of such “gap time” wages is premised on the notion that an employer may not be liable under the FLSA “as long as the overall earnings for the non- overtime workweek in which the gap time hours worked equal or exceeded the amount due at the FLSA minimum wage for all hours worked in that week, including gap time hours.” Federal Courts have allowed such claims for unjust enrichment or *quantum meruit* to proceed when the claim seeks something more than what the FLSA can provide—such as regular wages not paid at the contracted rate or “gap time” wages. *See* Tommey v. Computer Scis. Corp., No. 11-CV-02214-EFM-GLR, 2013 WL 1000659, at *2 (D. Kan. Mar. 13, 2013); *Sanchez v. Haltz Construction, Inc.*, 2012 WL 13514, *8 (N.D.Ill. Jan. 4, 2012) (citing *Nicholson v. UTi Worldwide, Inc.*, 2010 WL 551551, at *5 (S.D.Ill. Feb. 12, 2010)); *Osby v. Citigroup, Inc.*, 2008 WL 2074102, *2 (W.D.Mo. May 14, 2008).

4. Over the past three years, she has worked on average about sixty (60) hours per week.
5. The Enterprise was put on actual or constructive notice of that work, which benefitted the Enterprise.
6. Ana's duties were very stressful, which included, but were not limited to the following:
 1. Bookkeeping and sundry office duties (usually this took place between 5 PM and 11 PM).
 2. Make sure apartments were ready to be leased.
 3. Make reports.
 4. Check emails.
 5. Talk to renters to make sure they were taken care of.
 6. Follow up on work orders.
 7. Make sure the property was clean.
 8. Repaired items.
 9. Checked locks (items 6.2-6.9 usually took place between 7:30 AM and 5).
7. She was told she would be paid \$29.69 per hour, and was given a document that stated such (Exhibit A).
8. Her last paycheck showed she was paid \$29.69 per hour for 32 hours for \$950.08 (Exhibit B).
9. She was confused by how she was paid, and once the Enterprise told her they would only pay her for 80 hours per paycheck, and that she should think of her pay as a salary.
10. She was told that if she missed part of a day's work, she could be fired.
 1. The stress of the job finally caused her to breakdown, and she had to see a doctor.
 2. The doctor told her the job was too stressful, and that Ana had to have more rest time. In other words, she could not work bell to bell virtually every day.
 3. On or about May 26, 2016, Ana informed the Enterprise of her medical condition (the left side of her face was becoming numb and tingling – perhaps a stroke was coming on), and that she was going to need more rest time while at work.
 4. While Ana was in the hospital, Casey called her repeatedly to talk about work.
 5. Even though the doctor instructed that Ana needed one week off, the Enterprise demanded that she work as she had been doing (the Enterprise did not find it acceptable that she might only be able to

work part of some days).

6. Casey suggested Ana was faking, and that Ana needed to get back to work.
7. Casey told Ana that if Ana took prescription meds, Ana would be coming to work “high,” and that was not acceptable.
8. When the Enterprise saw that Ana was not going to be able to work 80 hours per week, they fired her (even though they clearly knew she was in a disabled condition, which required reasonable accommodation – Ana is in the process of handling that matter now (her Americans with Disabilities Act issues) with the proper administrative agencies).
11. She was told that when her pay was \$23.69 by Chantell, which was Ana’s hourly rate for the four years or so prior to January 4, 2016 (Exhibit A).
12. While working for the Enterprise, Ana Raphael did not want to rock the boat (and possibly lose her job) by complaining about how many hours she was being shorted every paycheck (which on average, was about eighty (80) hours or so per paycheck).
13. In other words, not only was she not being paid the straight time she was owed, she was not paid time and half for the extra forty (40) hours or so she was working each week.
14. In other words, going back three (3) years, Ana worked about 5,200 hours (for the first two and half of those years) for which she was not paid anything. During that time she should have been paid time and half (\$35.53) for all those hours (totaling \$184,782).
15. The liquidated damages on those unpaid hours is \$123,188 (\$11.84 would have been the ½ time rate, when that is multiplied by 5,200 is \$61,568).
16. In other words, she was shorted \$246,350 based on what the Enterprise agreed to pay her (for just the first 2.5 years of the past 3 years), and on the mandates of the FLSA.
17. Over the last six months (25 weeks or so), her hourly rate was increased to \$29.69. She worked approximately 1,000 overtime hours during that time period (January 2016 until about June 23, 2016) The time and a half rate for that is \$44.53. When \$44.53 is times by 1,000 = \$44,530.
18. The liquidated damages amount on that is \$14.85 times 1,000 = \$14,845.

19. Thus, she is owed a total of \$305,725.
20. The Enterprise hired Antonio Garcia to work for the Enterprise on or about August of 2015.
21. At first, Mr. Garcia was working as an independent contractor for the Enterprise, but over time that relationship evolved into that of employer-employee.
22. In other from about February of 2016 until about June 23, 2016, Antonio was the Enterprises employee.
23. Antonio Garcia did the following during that time:
 1. During that time (about 15 hours per day), he only worked on the Enterprise's projects.
 2. He did general labor work for the Enterprise such as cleaning, patching holes in apartments, painting, resurfacing countertops, fixing carpets, walls and doors, etc.
 3. The Enterprise did not pay him any overtime.
 4. The Enterprise was aware that he was putting in about 83 hours per week.
 5. He was paid around \$19,000 for that work (by the Enterprise), but had to pay his own expenses, but was not paid any overtime.
 6. The Enterprise had both operational and managerial control over Antonio during that period.
 7. The person that supervised his work was Ana Raphael, Casey Wackerli, Lindsay Daniels and Mikel Bohannan.
24. The enterprise exercised a great degree of control over Antonio:
 1. They expected him to be on the job by about 7 AM.
 2. They told him how his jobs were to be done.
25. Antonio was given very little opportunity for profit or loss (what he was to make was a low wage)
26. Other than bringing a professional grade carpet cleaner with him at times, Antonio's investment in the endeavor (work for the Enterprise) was very small (no other special equipment).
27. The permanence of the working relationship was clear: for about six months, he essentially only worked for the Enterprise, and that was from about 7 AM until about 11 PM daily (Monday through Saturday).
28. The degree of skill required to perform the work was not specialized. In other words, it was basic back-breaking labor.

29. Now, the Enterprise and City Park Apartments (Bascom Lexington) are denying that they owe Antonio for the \$34,000 of benefits that he he conferred on the Enterprise and City Park Apartments (Bascom Lexington).
30. Antonio is the owner of BR Shine (“BRS”), a Utah Limited Liability Company.
31. In form, BRS was doing the work for the Enterprise, but in substance, Antonio was doing it for the Enterprise as an employee.
32. Antonio Garcia did at least \$34,000 of work that benefitted both the Enterprise and Bascom Lexington.
33. Antonio Garcia expected to be paid for that work.
34. The work he did was the type of work for which people expect to be paid.
35. Frustrated for not being paid, and not understanding the law, Antonio and Ana raised the issue that Antonio was not being paid.
36. Invoices were sent (the days of that are on the documents of Exhibit C).
37. Antonio assumed that the Enterprise was going to pay him for all the work he did on the City Park Apartments work.
38. The Enterprise had operational and managerial control over all the work Antonio did on City Park Apartments.
39. JG (17), whose action is brought by and through her parents, also worked for the Enterprise, putting in about 15 hours per week doing the following (for at least the past four years):
 1. Filing.
 2. Entered work ordered into the computer.
 3. Corrected files.
 4. Painted.
 5. Cleaned.
 6. Posted notes for tenants.
 7. Changed locks.

V. CAUSES OF ACTION

COUNT I

Fair Labor Standards Act of 1938, § 16(b), 29 U.S.C.A. § 216(b)

40. Plaintiffs reallege and incorporate by reference the allegations contained in the paragraphs above.
41. The FLSA requires covered employers to pay a minimum wage and overtime wages.
42. The Enterprise was a covered employer the entire time Plaintiffs worked for Defendants.
43. While working for Defendants, Plaintiffs were non-exempt employees, but Defendants refused to even pay Antonio Garcia minimum wage for the hours he worked for them, and failed to pay both Plaintiffs overtime.
44. Section 16(b) of the FLSA, 29 U.S.C. § 216(b), 29 USC §§ 206-207 and other laws entitles an employee to recover all unpaid wages, an equivalent amount as liquidated damages, and reasonable attorneys' fees and costs when their employer has failed to pay minimum wages, for which Plaintiff prays.
45. The amounts of damages will be proven at trial, but Ana's damages are given above, and Antonio estimates his damages are at least \$45,000.
 1. He estimates 1660 hours over about 20 weeks from February of 2016 until about June 23, 2016.
 2. At minimum wage alone, that would be \$12,035, plus an equal amount of liquidated damages.
 3. The ½ rate on minimum wage would be \$3.60.
 4. He would be owed that, too, for 43 hours per week for 20 weeks (860 hours) for \$3,096 dollars. An equal amount would make that \$6,192.00.
 5. Totaling around \$30,000.
 6. Of course, that is for a minimum wage rate. It should be calculated at the going labor rate, which would be more like \$24 an hour, but that will be a factual issue.
 7. Over the past three (3) years, JG worked 156 weeks @ 20 hours (3,120 hours), and yet, was paid nothing.
 8. The Enterprise clearly knew she was working, and accepted the benefit of her work.
 9. Minimum wage @ 3,120 hours is \$22,620, when the liquidated damages are added, that's \$45,240.

COUNT II

Unjust Enrichment/Quantum Meruit and/or Breach of Contract

46. Plaintiff realleges and incorporates by reference the allegations contained in the paragraphs above.
47. Plaintiffs repeatedly and continuously conferred benefits on Defendants (and when Ana was hired, she was a leasing agent, since then, the work she has done for the Enterprise has gone way beyond her job description, and it would be unjust to allow the Enterprise not to pay for the all the extra work she's done for them over the years).
48. Defendants knew they were taking advantage of Plaintiffs because the benefits at issue were the type of benefits for which a person (particularly an employee) would normally be paid.
49. In other words, Defendants appreciated and had knowledge of the benefits at issue.
50. Finally, Defendants knowingly accepted and retained the benefits at issue under such circumstances as to make it inequitable for Defendants to retain the benefits of Plaintiffs' work without payment of that value to Plaintiffs.
51. If Antonio was an employee, he needs to be paid pursuant to the FLSA, if he was truly an independent contractor, then he (BRS) needs to be paid pursuant the invoices that are attached as Exhibit C.

VI. JURY DEMAND

52. Plaintiff requests a jury trial.

VII. PRAYER FOR RELIEF

41. Plaintiff requests and prays that this Court:
 - a. Adjudge and decree that Defendants have engaged in the conduct alleged herein;
 - b. Order that Defendants pay all statutory damages as a result of their unlawful conduct;
 - c. Order that Defendants pay all compensatory damages as a result of their unlawful conduct such as liquidated damages (an equal amount of the unpaid minimum/overtime wage);
 - d. Award attorneys' fees, expenses, and recoverable costs reasonably incurred in connection with the commencement and prosecution of this action; and
 - e. Grant all other such relief as the Court deems necessary and proper, and what has been prayed for

supra.

DATED this 20th of July 2016.

/s/ Gregory B. Smith

Attorney for Plaintiff

Exhibit A

From: Chantell Lavalais c.lavalais@amclic.net
 Subject: ECF
 Date: January 5, 2016 at 2:29 PM
 To: Ana Raphael ana.raaphael@me.com

Ana- attached is your ECF if you could please sign and send back to me. I also wanted to confirm that we are under an agreement that in Jan 2017 if you are unhappy at City Park we will move you to another location. If you love it you can stay. :)

-----Original Message-----

From: printers@amclic.net (mailto:printers@amclic.net)
 Sent: Tuesday, January 05, 2016 2:07 PM
 To: Chantell Lavalais
 Subject:

This E-mail was sent from "RNPEBA8C8" (Aficio MP 5000).

Scan Date: 01.05.2016 14:06:50 (-0700)
 Queries to: printers@amclic.net

EMPLOYEE CHANGE FORM (ECF)



NOTE: For changes to an employee's personal information (address, marital status, etc.) have the employee complete and submit the Personal Data Change Request Form to Human Resources.

- Send to Cami Lloyd if you are located in CO, FL, IL, KS, MD, NC, OH, RI, TX, VA, UT (c.lloyd@amclic.net)
- Send to Jacob Wiglama if you are located in AZ, CA, HI, ID, NV, MT, OR, WA, WY (j.wiglama@amclic.net)

Last Name: <u>Raphael</u>	First Name: <u>Ana</u>	Employee ID: <u>001135</u>
Effective Date of Change: <u>1/4/16</u>		
Property Name: _____		
Property Location Code: _____		

MANDATORY: Is this Employee an ECA? Circle one Yes or **No**

JOB CHANGE / POSITION CHANGE / OR WAGE CHANGE			
Previous Position:	<u>Manager</u>	New Position:	<u>Manager</u>
Current GL Code:	<u>6063000</u>	New GL Code:	<u>6063000</u>
Current Pay Rate:	<u>23.69</u>	New Pay Rate:	<u>29.69</u>
Previous Status:	<u>Non-Exempt</u> <input type="checkbox"/> <u>Exempt</u> <input checked="" type="checkbox"/>	New Status:	<u>Non-Exempt</u> <input type="checkbox"/> <u>Exempt</u> <input checked="" type="checkbox"/>
Previous Status:	<u>Full Time (on-site)</u> <u>Part Time (on-site)</u>	New Status:	<u>Full Time (on-site)</u> <u>Part Time (on-site)</u>
Previous Supervisor:	<u>Chantell</u>	New Supervisor:	<u>Chantell</u>

TRANSFERS			
Departing Property:	<u>Atherton</u>	Receiving Property:	<u>CPK City Park</u>
Property Code:	<u>ATH</u>	Property Code:	<u>CPK</u>
Departing GL Code:	<u>6063000</u>	New GL Code:	<u>6063000</u>
Does the employee live on an AMC managed property?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes attach Employee Living on Site Form		Property Name: _____	
Previous Supervisor:	<u>Chantell</u>	New Supervisor:	<u>Chantell</u>

RESIGNATION AND/OR TERMINATIONS					
Reason:	<u>Resignation</u>	<u>Discharge</u>	<u>Laid Off</u>	<u>Retirement</u>	<u>Other</u>
Employee for Release?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisor: _____					

Comments:

Supervisor Signature: _____

Date: _____

Regional Mgr Signature: Chantell

Date: 1/5/16

Exhibit B

Apartment Management Consultants, LLC

Pay Period: 06/05/16 - 06/18/16

Feature	Hours Avail
Vacation Accrual 1	0.00
Sick Accrual	14.24
Vacation Accrual 2	0.00
Vacation Accrual 3	91.99

CPK

Emp ID:001135 Ana M Raphael

321898

Date:06/23/16

Check #: 321898

Ck Amount: \$3,547.53

The accrual balances do not include Vacation or Sick taken on current check.

Sick Accrual	14.24				
Vacation Accrual 2	0.00				
Vacation Accrual 3	91.99				
	Rate	HOURS		AMT	
		Current	YTD	Current	YTD
EARNINGS					
Salary			901.0000	\$0.00	\$26,695.49
Regular	\$29.69	32.0000	72.0000	\$950.08	\$1,897.68
Paid Holiday			32.0000	\$0.00	\$854.08
Commissions 3				\$548.63	\$7,984.46
Pay Adjustment				\$0.00	\$55.20
Vacation Pay 3	\$29.69	91.9900	115.9900	\$2,731.18	\$3,299.74
Sick Pay			43.0000	\$0.00	\$1,276.67
Sick Accrual			14.2400		
			EARNINGSTOTALS:	\$4,229.89	\$42,063.32
PRE-TAX DEDUCTION					
EyeMed Fam				\$17.16	(\$94.38)
Health Fam				\$452.70	(\$2,489.85)
Dental Fam				\$86.54	(\$475.97)
			PRE-TAX DEDUCTIONTOTALS:	\$556.40	(\$3,060.20)
TAX DEDUCTIONS					
Social Security				(\$296.75)	(\$2,418.18)
Medicare				(\$69.40)	(\$565.58)
Federal Income Tax				(\$633.30)	(\$3,547.30)
State Income Tax				(\$239.31)	(\$1,817.75)
			TAX DEDUCTIONTOTALS:	(\$1,238.76)	(\$8,348.81)
OTHER DEDUCTIONS					
Garnishment				\$0.00	(\$1,155.18)
			OTHER DEDUCTIONTOTALS:	\$0.00	(\$1,155.18)
			Net Pay:	\$3,547.53	\$29,499.13

Exhibit C

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1039	04/01/2016	\$505.00	05/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apt. Full Paint 764-202	1	120.00	120.00
Services Apt. Full Paint 718-310	1	120.00	120.00
Services Apt. Full Paint 714-101	1	120.00	120.00
Services Apt. Full Paint 756-305	1	110.00	110.00
Services Apt. Full Paint 750-106 scrape all paint runs	1	180.00	180.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

PAYMENT	145.00
BALANCE DUE	\$505.00

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO
 City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1040	04/01/2016	\$315.00	05/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apt. Clean 764-202	1	65.00	65.00
Services Apt. Clean 782-202	1	65.00	65.00
Services Apt. Clean 756-305	1	55.00	55.00
Services Apt. Clean 718-310	1	65.00	65.00
Services Apt. Clean 714-101	1	65.00	65.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$315.00

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1041	04/14/2016	\$750.00	05/14/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apartment Clean One Bedroom 718-103, 718-203, 750-106,	3	55.00	165.00
Services Apartment Clean two bedroom 750-110, 714-201, 782-302, 750-101, 786-201, 800-210, 752-302, 750-301, 800-301	9	65.00	585.00

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE**\$750.00**

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1042	04/01/2016	\$250.00	05/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	2	125.00	250.00
Resurfaces counter tops 714-301 & 718-310			
BALANCE DUE			\$250.00

Make Checks Payable to: BR Shine LLC
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice**BILL TO**

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1043	04/01/2016	\$350.00	05/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	1	350.00	350.00

Repair subfloor in bathroom apt. 718307

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$350.00

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice**BILL TO**

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1044	04/15/2016	\$470.00	05/15/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Flood Apt 718-110,109,107	3	55.00	165.00
Services Flood hallway 718	1	45.00	45.00
Services Flood in Apt 764-102, 750-101, 716-105, 750-103	4	65.00	260.00

Make Checks Payable to: BR Shine Llc
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

BALANCE DUE**\$470.00**

BR Shine LLC

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 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO
 City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1045	04/17/2016	\$2,162.00	05/17/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	1	1,612.00	1,612.00
Building Cleaning			
Services	1	550.00	550.00
Main Office Clean			

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$2,162.00

BR Shine LLC

brshinellc@gmail.com



INVOICE

BILL TO

City Park Apartments
780 North 900 West
Salt Lake City, Utah 84116

INVOICE # 1046

DATE 04/28/2016

DUE DATE 05/28/2016

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Services	19	18.00	342.00
Cover all the holes with cold patch around the property			

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$342.00

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO
 City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1047	04/26/2016	\$1,590.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apt. Paint one Bedroom 718-103, 718-203, 750-106	3	110.00	330.00
Services Apt. Paint two bedrooms 750-110, 714-201, 782-302, 750-101, 786-201, 800-210, 752-302, 750-301, 800-301	9	120.00	1,080.00
Services Apt. 718-307 Primer and Paint	1	180.00	180.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$1,590.00

BR Shine LLC

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 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice

BILL TO
 City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1048	04/26/2016	\$720.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Carpet Cleaning one bedroom 750-301, 750-105 , 752-206	3	35.00	105.00
Services Carpet clean two bedrooms 714-310, 756-210, 764-202, 782-301	4	45.00	180.00
Services Carpet clean plus scrub one bedroom 714-303, 764-203	2	55.00	110.00
Services Carpet clean plus scrub two bedroom 786-201, 752-104, 714-204, 744-201, 752-307	5	65.00	325.00

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$720.00

BR Shine LLC

8393 Dunlop Court
 West Jordan, UT 84088
 (801) 647-3022
 brshinellc@gmail.com

Invoice**BILL TO**

City Park Apartments
 780 North 900 West
 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1049	04/26/2016	\$785.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apt. clean One Bed Room 764-203, 714-303, 750-308, 750-106, 752-105, 750-305	6	55.00	330.00
Services Apt. Clean Two Bed Room 714-204, 752-307, 718-307, 714-102, 744-201, 764-109, 714-304,	7	65.00	455.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$785.00

BR Shine LLC

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 brshinellc@gmail.com

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BILL TO
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 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1050	04/26/2016	\$1,635.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Apt. Paint One Bed Room 764-203, 714-303, 752-105, 750-305, 748-105,	5	110.00	550.00
Services Apt. Paint Two Bed Room 714-204, 752-307, 714-304, 752-202, 714-102, 744-201, 752-301, 752-304	8	120.00	960.00
Services Apt. Paint Touch up One Bed Room 750-308	1	55.00	55.00
Services Apt, Paint Touch Up Two Bed Room 764-109	1	70.00	70.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$1,635.00

BR Shine LLC

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 brshinelc@gmail.com

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 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1051	04/26/2016	\$510.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Flood Clean up 750-101	1	85.00	85.00
Services Flood clean up 782-103	1	75.00	75.00
Services Flood Clean Up 716-103	1	65.00	65.00
Services Flood Clean up 752-202	1	65.00	65.00
Services Flood Clean Up LaundryRoom Building 718	1	55.00	55.00
Services Carpet clean 752-305	1	35.00	35.00
Services Carpet clean + scrub 750-202	1	55.00	55.00
Services Carpet Enzyme Treatment 718-102	1	75.00	75.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$510.00

BR Shine LLC

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 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1052	04/26/2016	\$1,085.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	5	125.00	625.00
Counter Tops 718-307, 750-301, 714-303, 744-201, 782-302			
Services	4	115.00	460.00
cabinets Painting 714-204, 718-307, 782-302, 752-105			

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$1,085.00

BR Shine LLC

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Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1053	04/26/2016	\$2,525.00	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Patch repair 750-110, 7 holes in bedrooms, 2 holes living room, ceiling and wall repair	1	600.00	600.00
Services Patch Repair 744 patch hole under stairs, 718 hall way patch next to stairs, 756-305 Repair Holes, 744-204 Repair bathroom wall, wall repairs 764-307, 714-102, 760-105	7	110.00	770.00
Services Fix wall in bathroom 744-102, 752-105 repair ceiling in bathroom	2	150.00	300.00
Services Fixed hole in bathroom ceiling 750-101	1	250.00	250.00
Services 718-307 Fix sub floor and holes	1	425.00	425.00
Services 752-102 repair bathroom ceiling and wall	1	180.00	180.00

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$2,525.00

BR Shine LLC

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Invoice**BILL TO**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1054	04/26/2016	\$721.13	05/26/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services replace vinel 714-102	1	371.13	371.13
Services carpet stretch 714-204, 786-105, 782-105, 750-106	4	55.00	220.00
Services vinel repair 786-201, 748-304	2	65.00	130.00

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$721.13

BR Shine LLC

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Invoice**BILL TO**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1055	05/09/2016	\$2,690.00	06/08/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Paint two bedrooms 718-107, 718-109, 718-110, 760-201, 744-307, 752-301, 718-102, 752-304, 718-309, 744-307, 764-107, 752-202, 718-309, 744-307, 764-107, 752-202	16	120.00	1,920.00
Services paint one bedroom 744-208, 748-105, 752-305, 750-308, 756-105, 714-305, 756-106	7	110.00	770.00

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$2,690.00

BR Shine LLC
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Invoice



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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1056	05/09/2016	\$620.00	06/08/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services clean one bedroom 752-305, 748-105, 744-208,	3	55.00	165.00
Services Clean two bedroom 752-301, 718-102, 752-304, 718-309, 744-307, 764-107, 752-202.	7	65.00	455.00

Make Checks Payable to: BR Shine Llc
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

BALANCE DUE

\$620.00

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1057	05/20/2016	\$2,150.00	06/19/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Building Clean	1	1,600.00	1,600.00
Services Office Clean monthly	1	550.00	550.00

BALANCE DUE

\$2,150.00

Make Checks Payable to: BR Shine Llc
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 Thank you for your Business!

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Invoice



BILL TO
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1058	05/20/2016	\$2,240.00	06/19/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services paint in one bedroom 750-306, 760-205, 744-106, 744-108	4	110.00	440.00
Services Paint in Two Bedroom 764-310, 756-310, 714-302, 760-307, 746-307, 744-307, 800-107, 750-102, 756-110, 748-307, 800-307, 744-310, 718-109, 718-110, 760-201	15	120.00	1,800.00

Make Checks Payable to: BR Shine LLC
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

BALANCE DUE

\$2,240.00

BR Shine LLC

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Invoice

BILL TO
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1059	05/20/2016	\$55.00	06/19/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
	1	55.00	55.00

Services

cleaning one bedroom 756-105

Make Checks Payable to: BR Shine LLC
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

BALANCE DUE**\$55.00**

BR Shine LLC

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Invoice**BILL TO**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1060	05/20/2016	\$160.00	06/19/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services			
carpet cleaning one bedroom 744-106, 744-108	2	35.00	70.00
Services			
carpet cleaning two bedrooms 748-310, 746-310	2	45.00	90.00
BALANCE DUE			\$160.00

Make Checks Payable to: BR Shine LLC
Overdue accounts are subject to a services fee of 1% per month.
Thank you for your Business!

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BILL TO
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1061	06/01/2016	\$1,650.00	07/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services Painting One BedRoom 800-206, 800-208, 716-306, 746-208, 716-105, 744-208, 714-308, 744-203, 752-308	9	110.00	990.00
Services Painting Two BedRoom 744-107, 716-107, 750-201, 714-107	4	120.00	480.00
Services 760-210 Paint two bedroom and primer red stain all over the apartment	1	180.00	180.00
BALANCE DUE			\$1,650.00

Make Checks Payable to: BR Shine LLC
 Overdue accounts are subject to a services fee of 1% per month.
 Thank you for your Business!

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BILL TO
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1062	06/01/2016	\$175.00	07/01/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services one bed room cleaning 716-306, 800-206	2	55.00	110.00
Services two bed room cleaning 756-310,	1	65.00	65.00
BALANCE DUE			\$175.00

Make Checks Payable to: BR Shine LLC
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 Thank you for your Business!

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1064	06/21/2016	\$100.00	07/21/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	1	100.00	100.00

Carpet clean hallway Bldg. 756 do to bad spilt 1st floor

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$100.00

BR Shine LLC

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Invoice

BILL TO
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 Salt Lake City, Utah 84116

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1066	06/21/2016	\$25.00	07/21/2016	Net 30	

ACTIVITY**Services**

Touch up clean 744-203

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

QTY	RATE	AMOUNT
1	25.00	25.00
BALANCE DUE		\$25.00

BR Shine LLC

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 brshinellc@gmail.com

Invoice**BILL TO**

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1067	06/21/2016	\$140.00	07/21/2016	Net 30	

ACTIVITY**Services**

Carpet Clean 748-208, 714-307, 746-309, 744-201

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

QTY	RATE	AMOUNT
4	35.00	140.00
BALANCE DUE		\$140.00

BR Shine LLC

brshinellc@gmail.com



INVOICE

BILL TO

City Park Apartments
780 North 900 West
Salt Lake City, Utah 84116

INVOICE # 1069

DATE 06/24/2016

DUE DATE 07/24/2016

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Services	1	200.00	200.00
Carpet clean Building #756 2nd and 3er floors			

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$200.00

BR Shine LLC

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Invoice

BILL TO
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1070	06/24/2016	\$1,827.50	07/24/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services	1	1,360.00	1,360.00
Building cleaning from June 1st to June 23, 2016			
Services	1	467.50	467.50
Office clean June 1st to June 23, 2016			

Make Checks Payable to: BR Shine LLC

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$1,827.50

BR Shine LLC

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INVOICE

BILL TO

City Park Apartments
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INVOICE # 1071**DATE 06/24/2016****DUE DATE 07/24/2016****TERMS Net 30**

ACTIVITY	QTY	RATE	AMOUNT
Services	1	110.00	110.00
Apt. Paint One Bedroom 716-106			
Services	5	120.00	600.00
Apt. Paint Two Bedroom 800-201, 744-109, 764-110, 744-301, 746-309			

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE**\$710.00**

BR Shine LLC

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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1072	06/23/2016	\$250.00	07/23/2016	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Services			
Repair ceiling hole bathroom 746-209	1	250.00	250.00

Make Checks Payable to: BR Shine Llc

Overdue accounts are subject to a services fee of 1% per month.

Thank you for your Business!

BALANCE DUE

\$250.00